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Barbara J. Hall
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St. Charles County, MO
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DOCUMENT COVER SHEET

TITLE OF DOCUMENT: SECOND LEASEHOLD DEED OF TRUST AND
SECURITY AGREEMENT

DATE OF DOCUMENT: OCTOBER 31, 2003

GRANTOR: ARCH TECHNOLOGY HOLDING LLC

Mailing Address: 8 GOVERNOR DRIVE
ST. CHARLES, MISSOURI 63301

GRANTEE: C3 CAPITAL PARTNERS, LP

Mailing Address: 4520 MAIN STREET, SUITE 1600
KANSAS CITY, MISSOURI 64111

LEGAL DESCRIPTION: SEE DESCRIPTION ATTACHED AS EXHIBIT A ON
PAGES 20 - 21

REFERENCE BOOK & PAGE: N/A

THIS DOCUMENT WAS PREPARED BY
AND UPON RECORDING RETURN TO:

Mary C. Hill
c/o Bryan Cave LLP
1200 Main Street
Suite 3500
Kansas City, Missouri 64105

SECOND LEASEHOLD DEED OF TRUST AND SECURITY AGREEMENT

THIS SECOND LEASEHOLD DEED OF TRUST AND SECURITY AGREEMENT SECURES ALL CONTRACTUAL ADVANCES, WHETHER CONTAINED HEREIN OR OTHERWISE, THAT MAY BE MADE BY C3 CAPITAL PARTNERS, LP, TO THE GRANTOR HEREIN OR ANY FUTURE CONTRACTUAL OBLIGATIONS, WHETHER CONTAINED HEREIN OR OTHERWISE OF GRANTOR TO C3 CAPITAL PARTNERS, LP, UP TO A TOTAL AMOUNT OF \$3,000,000 PLUS INTEREST. THIS LEASEHOLD DEED OF TRUST AND SECURITY AGREEMENT SHALL BE GOVERNED BY THE PROVISIONS OF SECTION 443.055 OF THE REVISED STATUTES OF MISSOURI, AS AMENDED.

THIS SECOND LEASEHOLD DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust") is made and entered into this 31st day of October, 2003, by and among ARCH TECHNOLOGY HOLDING LLC, a Missouri limited liability company, whose address or principal place of business is 8 Governor Drive, St. Charles, Missouri 63301 ("Grantor"), and Steven D. Korenblat, a resident of the County of St. Louis, State of Missouri with a business address of One Metropolitan Square, 211 North Broadway, Suite 3600, St. Louis, Missouri 63102 ("Trustee"), and C3 CAPITAL PARTNERS, LP, a Delaware corporation with an address of 4520 Main Street, Suite 1600 Kansas City, Missouri 6411 ("C3 Capital Partners" or "Grantee");

WITNESSETH:

That for good and valuable consideration, and to secure that certain (a) 12% Subordinated Secured Note dated October 31, 2003 executed by Grantor payable to the order of C3 Capital Partners in the principal amount in the original principal amount of Two Million Nine Hundred Sixty-Five Thousand Dollars (\$2,965,000) bearing interest as specified therein and maturing on October 31, 2008 (the "Note"); (b) all indebtedness and obligations arising pursuant to the provisions of this Deed of Trust or any other agreement now or hereafter given in connection with or as security for the Note; (c) the performance and observance of each and every term, covenant, condition, and agreement of the Note and this Deed of Trust and every other agreement now or hereafter given in connection with or as security for the Note, including, but not limited to, any loan agreement, commitment or application; and (d) any and all extensions, renewals or modifications of the Note or any other instruments now or hereafter evidencing the indebtedness secured hereby, and interest thereon as provided in such extension, renewal or modification (all matters described in clauses (a) through (d) are hereinafter collectively referred to as the "Secured Indebtedness"), Grantor does by these presents **Grant, Bargain and Sell, Convey and Confirm** unto the Trustee the real estate situated in the County of St. Charles, State of Missouri, as more particularly described on **Exhibit A**, attached hereto and made a part hereof;

TOGETHER with all and singular any and all buildings and improvements now or hereafter situated thereon, and all tenements, hereditaments and appurtenances whatsoever thereunto belonging or in any way appertaining thereto, and the reversions, remainders, rents, revenues, income, issues and profits thereof; and all the right, title, and interest of Grantor in and to the land lying in any street, road, avenue, alley or right-of-way in front of or adjoining said premises

and the strips and gores of land adjacent to or adjoining said premises and any and all easements appurtenant to said premises. Also together with all of the right, title and interest of Grantor to: all air rights, water rights, oil, gas, minerals, coal or other substances underlying or relating to the real estate, all fixtures, all timber to be cut, all As-Extracted Collateral, as such term is defined in the Uniform Commercial Code as adopted in the State of Missouri, fixed assets, and personalty now or at any time hereafter annexed, affixed or attached to said real estate and/or said buildings, improvements or structures thereon and all personal property now owned or hereafter acquired by Grantor and used or intended to be used in the possession, occupation or enjoyment of the real estate, including (but without limiting the generality of the foregoing) all apparatus, appliances, machinery, equipment, and articles used to supply or provide, or in connection with, heat, gas, air-conditioning, plumbing, water, lighting, power, elevator, sewerage, cleaning, refrigeration, cooling, ventilation and sprinkler systems, water heaters, all window shades, drapes and drapery equipment and apparatus, fire prevention and extinguishing apparatus, security and access control apparatus, all window cleaning apparatus, all furniture, all grounds maintenance equipment, all maintenance supplies, all rugs and carpeting and all construction materials; all of Grantor's contract rights under and all receivables now or hereafter owing to Grantor under all existing and future leases of space in any building now or hereafter situated on the real estate and under any extension or renewal of any said leases and under all lease guaranties executed in connection therewith; all existing and hereafter created or acquired deposits, contracts, accounts, goodwill, trademarks, tradenames, general intangibles, books, records, reports, surveys, plats, engineering reports, government permits, escrow deposits, tenant security deposits, soil reports, plans, specifications, files, tests and documents of any kind or nature relating to the real estate and the development thereof; all of Grantor's rights under any existing and future sales contracts affecting all or any portion of the real estate; all replacements, additions or substitutions of or to any of the foregoing and any after acquired title to any of the foregoing; and all products and proceeds of the foregoing, including without limitation, insurance proceeds and all proceeds of any award for the taking of all or any part of the foregoing pursuant to any governmental action.

All of the property described hereinabove, whether real, personal or mixed together with any and all additional interests therein, whether now owned or hereafter acquired, shall be security for the Secured Indebtedness and shall be subject to the lien of this Deed of Trust and shall hereinafter be referred to as the "Mortgaged Property." To the extent that any portion of the Mortgaged Property may not be deemed to be real property or fixtures, this Deed of Trust shall constitute a security agreement with Grantor as the debtor and C3 Capital Partners as the secured party. Grantor hereby grants C3 Capital Partners a security interest in the Mortgaged Property to the extent that any of the Mortgaged Property may be deemed personal property or fixtures.

TO HAVE AND TO HOLD THE SAME, unto the Trustee and his successors forever, in trust, however, for the uses and purposes hereinafter set forth:

PROVIDED, HOWEVER, that if Grantor shall fully pay or cause to be fully paid all the Secured Indebtedness, then, the estate, right, title and interest of Trustee and C3 Capital Partners in the Mortgaged Property shall cease, and upon proof being given to the satisfaction of C3 Capital Partners that the Secured Indebtedness has been paid or satisfied, and upon payment of all fees, costs, charges, expenses and liabilities chargeable or incurred or to be incurred by Trustee or C3 Capital Partners, and of any other sums as herein provided, Trustee shall, upon

receipt of the written request of C3 Capital Partners, release, without warranty, the Mortgaged Property then held hereunder.

MOREOVER, in further consideration Grantor does for Grantor and Grantor's heirs, representatives, grantees, successors and assigns, hereby expressly warrant, covenant, and agree to and with C3 Capital Partners and Trustee and their successors and assigns as follows:

1. Title To Mortgaged Property

Grantor is lawfully seized of indefeasible title and estate to the Mortgaged Property and has full right, power and authority to convey the same subject only to encumbrances, easements, reservations and restrictions of record as of this date, including that certain Leasehold Deed of Trust and Security Agreement among Grantor, John L. Sullivan as Trustee, and Southwest Bank of St. Louis ("First Leasehold Deed of Trust"). Grantor shall keep the Mortgaged Property free from all other liens and claims of every kind, whether statutory or otherwise, and protect the title and possession thereof. Grantor agrees, at the request of C3 Capital Partners, from time to time, to execute any further assurances of title and to provide C3 Capital Partners with such evidence thereof as C3 Capital Partners shall request.

2. Future Advances

Upon Grantor's request and at C3 Capital Partners' sole option and discretion, C3 Capital Partners may make future advances and Grantor may incur future obligations at any time and from time to time in an aggregate amount not to exceed the amount set forth on the face hereof pursuant to Section 443.055 RSMo., as amended. Any such future advance or future obligation shall be a part of the Secured Indebtedness hereunder.

3. Taxes

Grantor shall pay all taxes, assessments, and public charges, general and special, and penalties now existing or hereafter becoming due against the Mortgaged Property before the same become delinquent. Grantor shall deliver to C3 Capital Partners copies of all receipts evidencing such payments prior to the date when the same would be delinquent.

4. Insurance

Grantor shall keep the Mortgaged Property constantly insured against loss or damage by fire and special coverage perils including earthquake, flood and mine subsidence in an amount not less than the greater of (1) the full replacement cost or (2) such other amount as may from time to time be required by C3 Capital Partners, with no co-insurance clauses or deductibles in excess of \$5,000 in the policies of insurance unless C3 Capital Partners shall consent thereto in writing. Grantor shall additionally maintain combined form business interruption extra expense insurance acceptable to C3 Capital Partners. All such insurance shall be carried by companies authorized to insure in Missouri which have an AM Best rating of A+ or better and are otherwise acceptable to C3 Capital Partners, and all such policies shall be in form acceptable to C3 Capital Partners and shall include a standard mortgagee's endorsement and loss payable clause in favor of and in form acceptable to C3 Capital Partners. All such policies of insurance shall require a minimum

of thirty (30) days prior written notice to C3 Capital Partners of any cancellation thereof or any changes affecting coverage. Subject to the provisions of the First Leasehold Deed of Trust, Grantor shall keep all such policies of insurance constantly assigned, pledged and delivered to C3 Capital Partners for further securing the Secured Indebtedness and all renewal policies shall be delivered to C3 Capital Partners at least fifteen (15) days before the expiration of the policies then in effect. In the event of loss, Grantor shall immediately give C3 Capital Partners written notice thereof and C3 Capital Partners is hereby authorized and empowered to make proof of loss. Subject to the rights of the holders of the First Leasehold Deed of Trust, each insurance company is hereby authorized to make payments directly to C3 Capital Partners instead of to C3 Capital Partners and Grantor jointly. C3 Capital Partners is hereby expressly authorized and empowered by Grantor to collect and receive from any insurer issuing policies of any kind covering the Mortgaged Property, all amounts as may be due or payable to Grantor by way of unearned premiums or otherwise, on any such policy or policies of insurance should said policy or policies of insurance be at any time cancelled and all such amounts are hereby assigned and pledged to C3 Capital Partners for further securing the Secured Indebtedness. Grantor shall additionally maintain commercial general liability insurance in occurrence form with coverage limits of at least \$2,000,000 annual aggregate, \$1,000,000 per occurrence or as otherwise acceptable to C3 Capital Partners. Such insurance shall require a minimum of thirty (30) days prior written notice to C3 Capital Partners of any cancellation thereof or any changes affecting coverage and shall name C3 Capital Partners as an additional insured. The insurance provisions herein contained are in addition to and not in limitation of any other insurance requirements contained in other agreements of Grantor to C3 Capital Partners.

Subject to the rights of the holders of the First Leasehold Deed of Trust, upon the receipt of any such proceeds, unearned premiums, or any amounts otherwise received by C3 Capital Partners as herein provided, C3 Capital Partners is authorized and directed to give a receipt therefor in the name, behalf and stead of Grantor, as its agent. Subject to the rights of the holders of the First Leasehold Deed of Trust, C3 Capital Partners is hereby further expressly authorized and empowered by Grantor to endorse Grantor's name upon any checks or vouchers given in payment of said amounts so that the signature of the C3 Capital Partners shall be taken with the like effect as if the Grantor had individually signed or endorsed said checks or vouchers. C3 Capital Partners shall have the right, as its sole option, to apply all such monies as shall be thus collected and received by C3 Capital Partners toward the payment of the Secured Indebtedness of the cost of rebuilding or restoring the damaged property or the cost of procuring other insurance on the Mortgaged Property, or to apply all or any part of such monies against any part of the Secured Indebtedness, without regard to the maturity thereof, and in any order as C3 Capital Partners shall elect.

In the event of foreclosure hereunder, subject to the rights of the holders of the First Leasehold Deed of Trust, the Trustee shall have full and complete power to assign to the purchaser or purchasers at such foreclosure sale any and all policies of insurance which may then be in force and effect upon the Mortgaged Property for the full unexpired term of such policy or policies, and Grantor shall not be entitled to have said insurance cancelled nor receive the unearned premium thereon.

5. Obligations Of Grantor

Grantor shall pay and perform all conditions of the Note and other obligations secured hereby including any future advances or future obligations in accordance with the respective terms of each evidence of indebtedness or obligation, or when the maturity thereof may be accelerated in accordance with the terms thereof or of this Deed of Trust. Grantor will also duly and promptly pay all indebtedness and perform all obligations secured by any encumbrance affecting the Mortgaged Property. Grantor shall also pay to C3 Capital Partners, upon C3 Capital Partners' request, together with and in addition to the payments due pursuant to the terms of the Secured Indebtedness, a sum, as estimated by C3 Capital Partners, equal to the taxes and special assessments next due on the Mortgaged Property, plus the premiums that will next become due and payable on insurance policies as may be required hereunder (collectively, the "Reserves"). The Reserves are solely for the added protection of C3 Capital Partners and entail no responsibility on C3 Capital Partners' part beyond the allowing of due credit, without interest, for the sums actually received by it. Upon assignment of this Deed of Trust by C3 Capital Partners, any Reserves on hand shall be turned over to the assignee and any responsibility of the assignor with respect thereto shall terminate.

6. Alterations/Maintenance

Grantor shall not remove, demolish or substantially or structurally alter any building, improvement or parking facility or space now or hereafter situated upon the Mortgaged Property. Grantor shall neither commit nor suffer any waste on the Mortgaged Property and shall keep all buildings, improvements, appurtenances, fixtures, parking facilities and spaces and other property now or hereafter situated thereon in sound condition and in good and substantial repair and shall not take or permit any action whereby the Mortgaged Property shall become less valuable. No fixtures shall be removed unless replaced with other fixtures with a value at least equal to that removed and free from any title retention or security agreement or other encumbrance.

7. Environmental

Except as disclosed on Schedule 5.12 to the Loan Agreement, Grantor represents and warrants to C3 Capital Partners that (1) the Mortgaged Property is free from any Hazardous Materials (as defined below) and that the Mortgaged Property is not in violation of any laws, regulations or orders concerning Hazardous Materials; (2) to the best of Grantor's knowledge there has been no storage, disposal, discharge, deposit, injection, dumping, leaking, spilling, placing or escape of any Hazardous Materials on, in, under or from the Mortgaged Property. Grantor agrees that it will not permit the storage, disposal, discharge, deposit, injection, dumping, leaking, spilling, placing or escape of any Hazardous Material on, in or around the Mortgaged Property now or at any future time so long as this Deed of Trust is in effect; (3) Grantor shall comply with any and all laws, regulations or orders with respect to the discharge and removal of Hazardous Material, shall pay immediately when due the cost of removal of any such Hazardous Material. As used herein, the term "Hazardous Material" shall mean any asbestos, flammable substances, explosives, radio active materials, PCB-laden oil, hazardous materials, pollutants, contaminants, toxic substances, pollution or related materials from time to time specified as such in, or

regulated under any federal, state or local laws, ordinances, rules, regulations or policies governing use, spillage, leakage, dumping, storage, treatment, transportation, manufacturer, refinement, handling, production or disposal of any hazardous substance (as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601(14) as amended from time to time, and the regulations promulgated thereunder), or any hazardous waste (as defined in the Resource Conservation and Recovery Act of 1976 42 U.S.C. §6903(5), as amended from time to time, and the regulations promulgated thereunder), petroleum (including crude oil or any fraction thereof), and natural gas or synthetic gas, including mixtures thereof and whether liquified or not. All representations, warranties and indemnities set forth in this paragraph shall survive any foreclosure or deed in lieu of foreclosure.

8. Compliance With Laws and Indemnifications

Grantor shall comply at all times with all federal and state laws, all local and municipal ordinances and all rules, orders and regulations of any governmental entity having jurisdiction over the Mortgaged Property. Grantor shall protect, indemnify and save harmless C3 Capital Partners and Trustee from and against any liability, obligation, claim, damage, penalty, cause of action, cost and expense (including without limitation reasonable attorneys' fees and expenses), imposed upon, incurred by or asserted against C3 Capital Partners or Trustee by reason of (a) ownership or use of the Mortgaged Property or any interest therein; (b) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Mortgaged Property or any part thereof or on any adjoining sidewalks, curbs, adjacent parking areas, streets or ways; (c) any use, nonuse or condition in, on or about the Mortgaged Property or any part thereof or on any adjoining sidewalks, curbs, adjacent parking areas, streets or ways; (d) any failure on the part of Grantor to perform or comply with any of the terms of this Deed of Trust; (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof; or (f) any claims involving Hazardous Materials in, or about the Mortgaged Property. Any amounts payable to C3 Capital Partners by reason of the application of the foregoing shall become immediately due and payable and shall bear interest at a per annum rate equal to the post maturity interest rate provided in the Note. The obligations of Grantor shall survive any termination or satisfaction of this Deed of Trust.

9. Advances By C3 Capital Partners

If Grantor fails to pay any claim, lien or encumbrance which shall be prior to the lien of this Deed of Trust, or to pay, when due, any tax or assessment, or any insurance premium, or to keep the Mortgaged Property in repair as herein required or shall commit or permit any waste, or if there be commenced any action or proceedings affecting the Mortgaged Property or the title hereto, then C3 Capital Partners, at its sole option, shall have the right to pay such claim, lien, encumbrance, tax assessment or premium, with the right of subrogation thereunder, procure such evidence of title as it deems appropriate, make such repairs or take such steps as it deems appropriate to prevent or cure such waste, and take such action therein as it deems advisable, and for any and all of such purposes C3 Capital Partners shall have the right to advance such sums of money as it deems necessary or appropriate. The decision of C3 Capital Partners with respect to the legality, validity and priority of any such claim, lien or encumbrance, tax, assessment and premium, and the amount necessary to be paid in satisfaction thereof shall be final. Grantor shall

pay to C3 Capital Partners, immediately and without demand, all sums of money advanced by C3 Capital Partners pursuant to this paragraph, together with interest thereon at the post maturity interest rate provided in the Note, if any, which sums and the interest thereon shall be secured hereby. Notwithstanding anything contained herein to the contrary, C3 Capital Partners shall not be obligated or under any duty to advance any money for any purpose whatsoever mentioned in this Deed of Trust.

10. Mechanics Liens

Grantor shall promptly pay or cause to be paid all costs for labor and material incurred in connection with the construction, maintenance, repair and operation of the Mortgaged Property, and shall never permit a lien or encumbrance for such labor and material to remain against the Mortgaged Property.

11. Inspection; Appointment Of Managing Agent Or Receiver

C3 Capital Partners and any persons authorized by C3 Capital Partners shall have the right to enter and inspect the Mortgaged Property at all reasonable times. If, at any time after default, the management or maintenance of the Mortgaged Property shall be determined by C3 Capital Partners to be unsatisfactory, C3 Capital Partners shall have the right to (1) employ for the duration of such default any person from time to time designated by the C3 Capital Partners as a managing agent of the Mortgaged Property, or (2) apply to a court having jurisdiction thereof for the appointment of a receiver for the Mortgaged Property. Grantor hereby expressly covenants and agrees that the court shall forthwith appoint such receiver with the usual powers and duties of receivers and said right to have a receiver appointed shall be without reference to the adequacy of the value of the Mortgaged Property or to the insolvency of Grantor or any party defendant to the suit. Grantor hereby expressly waives its right to object to the appointment of a receiver and hereby expressly consents that such appointment shall be a matter of absolute right to C3 Capital Partners. Nothing herein shall be deemed to cause C3 Capital Partners to be a mortgagee in possession, owner or operator of the Mortgaged Property.

12. Financial Information

If the Mortgaged Property is used in connection with a commercial enterprise, then within sixty (60) days after the close of each fiscal year of Grantor, Grantor shall deliver to C3 Capital Partners the following: (a) an annual audited financial statement; (b) an annual rent roll and profit and loss statement on the Mortgaged Property; and (c) an annual audited financial statement for any guarantor of the Secured Indebtedness.

13. Assignment Of Rents And Profits

Subject to the rights of the holder of the First Leasehold Deed of Trust, Grantor hereby assigns to C3 Capital Partners all rents and profits now or hereafter accruing on the Mortgaged Property, and hereby authorizes C3 Capital Partners, from the date of any event of default, at C3 Capital Partners' sole option, to collect such rents and profits without taking possession of the Mortgaged Property or to take possession of the Mortgaged Property and rent the same for the

account of Grantor and to apply any sums so received (after deducting all costs of collection and administration) against the Secured Indebtedness or any part thereof, without regard to the maturity thereof, in any order the C3 Capital Partners shall elect, and free from any liability except to apply said sums as provided by this Deed of Trust. Notwithstanding the foregoing, nothing herein shall cause C3 Capital Partners to be deemed a mortgagee in possession, owner or operator of the Mortgaged Property.

14. Trustee

Grantor agrees that the Trustee and any successor or substitute trustee may be an officer, agent, attorney or employee of the C3 Capital Partners and any objections to such fact which might be made by the Grantor are hereby waived. In case of death, inability, refusal to act or absence of the Trustee from the State of Missouri, or in case the holder of the Secured Indebtedness shall desire for any reason to remove the Trustee or any substitute trustee hereunder and to appoint a new trustee in his place and stead, the holder of the Secured Indebtedness is hereby granted full power to appoint in writing a substitute trustee for said Trustee, and the substitute trustee shall, when appointed, become successor to the title to the Mortgaged Property and the same shall become vested in him in trust for the purpose and objects of this Deed of Trust with all the powers, duties and obligations herein conferred on the Trustee.

The Trustee may resign at any time by written instrument to that effect delivered to Beneficiary. By instrument properly executed, acknowledged and filed for record in the office of the Recorder of Deeds in the County where this Deed of Trust is recorded, Beneficiary may (for any reason satisfactory to Beneficiary and whether or not Trustee has resigned by an instrument placed of record) appoint a successor Trustee, who from and after the filing of such appointment shall become vested with the title to the Mortgaged Premises in trust and shall have all of the powers, authority and duties vested in the Trustee by this Deed of Trust. In the event any foreclosure advertisement is running or has run at the time of such appointment of a successor Trustee, the successor Trustee may consummate the advertised sale without the necessity of republishing such advertisement. The making of oath or giving of bond by the Trustee or any successor Trustee is expressly waived.

15. Renewal, Extension Or Modification Of Secured Indebtedness

In the event of the renewal, extension or modification of the Secured Indebtedness or any part thereof, all of the provisions of this Deed of Trust and the lien hereof from its date shall remain in force as fully and with the same affect as if it was made originally to mature at such extended time and to be on the terms as modified.

16. Eminent Domain

If the Mortgaged Property or any part thereof is taken by reason of the exercise by any authority of the right of eminent domain, the alteration of the grade of any street or any other injury to or decrease in the value of the Mortgaged Property, or if the Mortgaged Property or any part thereof is conveyed in lieu of any such taking, alteration or injury, Grantor shall continue to pay the Secured Indebtedness according to the terms thereof, until said indebtedness is paid in full. All

awards or payments made because of such taking, alteration, or injury, or pursuant to any sale or any conveyance in lieu of such taking, alteration or injury shall, subject to the rights of the holder of the First Leasehold Deed of Trust, and at the sole option of the C3 Capital Partners, be retained and applied by C3 Capital Partners towards the payment of the Secured Indebtedness or any part thereof (whether due or not), without regard to the maturity thereof, and may be applied against the Secured Indebtedness or any part thereof in any order the C3 Capital Partners shall elect, or such award or payment may be paid over wholly or in part to Grantor for the purpose of altering, restoring or rebuilding any part of the Mortgaged Property which may have been altered, damaged or destroyed as a result of any such taking or conveyance. C3 Capital Partners is hereby authorized in the name of Grantor to execute and deliver acquittances for any such award or payment and to collect the same. If any such award or payment has been paid into Court and thereafter the Mortgaged Property shall have been sold by foreclosure of this Deed of Trust, but such foreclosure shall be prior to the receipt by C3 Capital Partners of any such award or payment, C3 Capital Partners shall have the right to receive said award or payment to the extent any deficiency is due on such sale with interest thereon, at the post maturity interest rate in the Note, whether or not a deficiency judgment shall have been sought, recovered or denied and all C3 Capital Partners' attorneys' fees, costs, and disbursements incurred by C3 Capital Partners in connection with the collection of any such award or payment.

17. Events Of Default; Right To Accelerate

The term "Default" as used herein, shall mean the occurrence of any of the following:

- (a) An Default of Event of Default shall have occurred under the terms of the First Leasehold Deed of trust; or
- (b) The failure of Grantor to pay the Secured Indebtedness, or any part thereof, as it becomes due in accordance with the terms of the Note or of any other notes or instruments now or hereafter evidencing the Secured Indebtedness, or when accelerated pursuant to any provision thereof or of this Deed of Trust subject to any cure rights expressly provided therein or by law; or
- (c) The failure by Grantor to punctually and fully perform and observe each term, covenant, agreement, or condition contained in the Note or in any other notes or instruments now or hereafter evidencing the Secured Indebtedness subject to any cure rights expressly provided therein or by law; or
- (d) Subject to any cure rights expressly provided therein or by law the failure by Grantor to punctually and fully perform and observe each term, covenant, agreement or condition contained in this Deed of Trust or in any other deed of trust, security agreement, collateral pledge agreement, assignment, loan agreement, construction loan agreement, commitment, application, or any other document relating to the Secured Indebtedness; or
- (e) The default by Grantor under any other note, agreement, deed of trust, security agreement, or any other obligation of Grantor to C3 Capital Partners, whether or not secured by this Deed of Trust subject to any cure rights expressly provided therein or by law; or

(f) A sale, transfer, conveyance, encumbrance, lease, contract for deed, or other disposition of all or any part of the Mortgaged Property or any interest therein, without prior written notice to C3 Capital Partners and without C3 Capital Partners' prior written consent, which consent shall be at C3 Capital Partners' sole option and shall be upon such terms and conditions as C3 Capital Partners shall at its sole option elect; or

(g) If Grantor shall have a receiver appointed for any part of the Mortgaged Property or make an assignment for the benefit of creditors, be adjudicated as a bankrupt, or should there be the filing or instituting of bankruptcy proceedings by or against Grantor (or any general partner if Grantor is a limited or general partnership); or

(h) The occurrence of any act or omission which would authorize or permit the holder or owner of an indebtedness or obligation secured by any lien against the Mortgaged Property to foreclose the superior lien or appoint a receiver.

Time and the exact performance of Grantor's obligations are material and of the essence hereof. On the happening of any one or more of such Defaults, or at any time during the continuance of such default, C3 Capital Partners, at its sole option, and without notice, demand or presentment, which are hereby waived, shall have the right to declare the Secured Indebtedness or any part thereof immediately due and payable.

18. Foreclosure

If a Default hereunder shall occur the holder of the Secured Indebtedness shall have the right to direct the Trustee to proceed to sell the Mortgaged Property, or any part thereof, at public venue to the highest bidder for cash, (1) at the east front door of the Civil Courts Building situated at 11th and Market Streets as to any part of the Mortgaged Property situated in the City of St. Louis, (2) at the first floor, plaza level, north door of the St. Louis County Governmental Center Courts Building, 7900 Carondelet Avenue, Clayton, as to any part of the Mortgaged Property situated in the County of St. Louis, and (3) at the door or on the steps of the courthouse or court building then customarily used for such purposes in such other Missouri county or counties where the Mortgaged Property being foreclosed upon is situated, after giving notice of such sale by publication and mail as required by law, and upon such sale the Trustee shall execute and deliver a trustee's deed or deeds of conveyance of the property sold to the purchasers thereof, and any statement or recital of fact in any such deed shall be prima facie evidence of the truth of such statement or recital and the Trustee shall receive the proceeds of said sale, out of which he shall pay, first, the costs and expenses of executing this trust, including compensation to the Trustee and to any attorneys employed by him, and the cost of procuring evidence of title; second, to the C3 Capital Partners, upon the usual vouchers therefor, all monies paid for insurance, taxes, lien claims and other charges including attorneys' fees, and interest thereon as herein provided; third, to C3 Capital Partners, in payment of the Secured Indebtedness; fourth, the remainder of such proceeds, if any, to Grantor and the holders of any lien on the Mortgaged Property junior to this Deed of Trust in the amount due thereon, as their interests may appear. All of the Mortgaged Property, real, personal and mixed, may be sold in its entirety, or may be sold separately as may be determined by the Trustee in his sole discretion, and Grantor hereby waives and releases any right to have the Mortgaged Property, or any part thereof, marshalled

upon foreclosure sale or otherwise. C3 Capital Partners or C3 Capital Partners' nominee may bid and become the purchaser at any sale hereunder, whether by judicial or non-judicial foreclosure or otherwise. If the Secured Indebtedness is paid after the beginning of publication of notice of sale, as herein provided, or in the event the C3 Capital Partners shall, at its sole option, permit Grantor to pay any part of the Secured Indebtedness after the beginning of publication of notice of sale, as herein provided, then Grantor shall pay on demand all expenses incurred by the Trustee and C3 Capital Partners in connection with said publication, including fees to the attorneys for the Trustee and for C3 Capital Partners, and a reasonable fee to the Trustee, and this Deed of Trust shall be security for all such expenses and fees.

19. Fees and Expenses

Grantor agrees, to the extent permitted by law, to pay all costs and expenses incurred by C3 Capital Partners in connection with the preparation, amending, modifying, recording, collection and enforcement of the Note, this Deed of Trust and any other instrument now or hereafter evidencing the Secured Indebtedness or the foreclosure of this Deed of Trust, including but not limited to the cost of procuring evidence of title, expenses and attorneys' fees which sums, together with interest thereon at the post maturity interest rate provided in the Note, shall be secured hereby, whether or not any action or foreclosure proceeding are commenced or continued to judgment, and including representation at all appellate, bankruptcy and other insolvency proceedings.

20. Security Agreement

This Deed of Trust is intended to be a security agreement pursuant to the Uniform Commercial Code as adopted in the State of Missouri ("UCC") for all of the items specified above as part of the Mortgaged Property which may be subject to a security interest pursuant to the UCC, and Grantor hereby grants C3 Capital Partners a security interest in said items. Grantor agrees that C3 Capital Partners may file this Deed of Trust, or a reproduction or summary hereof, in the personal property index as a financing statement for any of the items specified above as part of the Mortgaged Property. In addition, this Deed of Trust shall constitute a financing statement recorded as a fixture filing in the real estate records of the county in which the Mortgaged Property is situated with respect to any and all of the items specified above as part of the Mortgaged Property which may now be or hereafter become affixed to the real estate or the improvements thereon. Grantor's State of incorporation or organization is Missouri and Grantor shall not change its State of incorporation or organization until such time as all outstanding Secured Indebtedness to C3 Capital Partners has been satisfied in full. Grantor irrevocably authorizes C3 Capital Partners at any time and from time to time to file financing or continuation statements and/or amendments thereto, without the signature of Grantor, and Grantor shall execute and deliver such other instruments and documents as may be requested by C3 Capital Partners to perfect, confirm and further evidence the security interest and assignments hereby granted and shall pay the fees incurred in filing all such financing statements or other instruments or documents. In addition to all other rights and remedies granted hereunder, C3 Capital Partners shall have the remedies of a secured party under the UCC with respect to any of the items specified above as part of the Mortgaged Property which constitute property within the purview of the UCC.

21. Tenancy Of Grantor

By the execution and delivery of this Deed of Trust, Grantor does hereby become a tenant of the Trustee, and the Trustee hereby lets to the Grantor the Mortgaged Property until the Secured Indebtedness shall be fully paid or until the lien of this Deed of Trust is foreclosed, at a rental of one cent per month, payable monthly on demand. Grantor agrees to surrender peaceable possession of the Mortgaged Property and every part thereof sold or conveyed by the Trustee under the terms hereof to the purchaser at such sale upon the day of such sale, without notice or demand.

22. Rights And Remedies Cumulative

The rights and remedies of the C3 Capital Partners under this Deed of Trust are cumulative and are not in lieu of, but are in addition to any other rights or remedies which the C3 Capital Partners shall have under this Deed of Trust or any other instrument, or at law or in equity.

23. Failure Of C3 Capital Partners To Require Strict Performance Not A Waiver

The acceptance of one or more payments on the Secured Indebtedness made by anyone other than Grantor shall not constitute the C3 Capital Partners' consent to or approval of any sale, transfer, conveyance, lease, contract for deed, or other disposition of all or any part of the Mortgaged Property or any interest therein, nor shall such acceptance constitute C3 Capital Partners' waiver of a Default or any other right it may have hereunder. Further, any failure of C3 Capital Partners to insist upon the strict performance by Grantor of any of the terms and provisions hereof shall not be deemed a waiver of any of the terms and provisions hereof; and C3 Capital Partners, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Grantor of any and all of the terms and provisions of this Deed of Trust to be performed by Grantor.

24. Successors And Assigns

All rights, powers and privileges herein granted to C3 Capital Partners shall belong to and become vested in any subsequent holder of the Secured Indebtedness whether by assignment or operation of law.

25. Severability

Wherever possible, each provision of this Deed of Trust shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Deed of Trust shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Deed of Trust.

26. Headings

The paragraph headings of this Deed of Trust are for convenience only and shall not limit or define the meaning or content hereof. All pronouns and variations thereof shall be deemed to

refer to masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require.

27. Riders

Any and all Riders attached hereto are incorporated herein by this reference.

28. Oral Commitments

The following is added pursuant to Section 432.045 R.S.Mo.; as used below "Creditor" shall mean C3 Capital Partners:

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU (GRANTOR(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

29. Waiver of Jury Trial

GRANTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY (WHICH C3 CAPITAL PARTNERS ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATING TO THIS DEED OF TRUST, THE OBLIGATIONS OF GRANTOR HEREUNDER OR C3 CAPITAL PARTNERS' CONDUCT IN RESPECT OF ANY OF THE FOREGOING.

30. Consent to Forum

GRANTOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE COURT LOCATED WITHIN THE CITY OF ST. LOUIS OR ST. LOUIS COUNTY, MISSOURI OR FEDERAL COURT IN THE EASTERN DISTRICT OF MISSOURI, EASTERN DIVISION. GRANTOR WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED AGAINST IT AS PROVIDED HEREIN AND AGREES NOT TO ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE. GRANTOR FURTHER AGREES NOT TO ASSERT AGAINST C3 CAPITAL PARTNERS (EXCEPT BY WAY OF A DEFENSE OR COUNTERCLAIM IN A PROCEEDING INITIATED BY C3 CAPITAL PARTNERS) ANY CLAIM OR OTHER ASSERTION OF LIABILITY WITH RESPECT TO THIS DEED OF TRUST, C3 CAPITAL PARTNERS' CONDUCT OR OTHERWISE IN ANY JURISDICTION OTHER THAN THE FOREGOING JURISDICTIONS.

31. Notices

All notices and other communications provided for herein shall, unless otherwise stated herein, be in writing and shall be personally delivered or sent by certified mail, postage prepaid, by prepaid overnight nationally recognized courier, or by facsimile, to the intended party at the address or facsimile number of such party set forth as follows:

REMAINDER OF PAGE INTENTIONALLY BLANK

If to C3 Capital Partners:

C3 Capital Partners, LP
c/o C3 Capital, LLC
4520 Main Street, Suite 1600
Kansas City, Missouri 64111
Attention: Patrick H. Healy
Facsimile No.: (816) 756-5552

and

C3 Capital, LLC
4520 Main Street, Suite 1600
Kansas City, Missouri 64111
Attention: Robert L. Smith
Facsimile No.: (816) 756-5552

If to Grantor:

Arch Technology Holding LLC
8 Governor Drive
St. Charles, MO 63301
Attention: President
Facsimile No. (636) 723-4210

If to Trustee:

Steven D. Korenblat
One Metropolitan Square
211 North Broadway, Suite 3600
St. Louis, Missouri 63102
Facsimile No. (314) 259-2020

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IN WITNESS WHEREOF, the undersigned has (have) executed this Second Leasehold Deed of Trust as of the day and year first above written.

GRANTOR

ARCH TECHNOLOGY HOLDING LLC

By: *George E. Garrison*
Name: George E. Garrison
Title: Manager

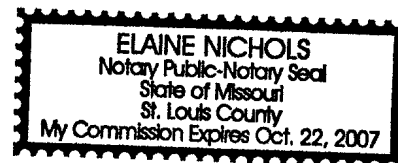
STATE OF MISSOURI)
) SS:
COUNTY OF St. Louis)

On this 31 day of October, 2003, before me appeared George E. Garrison, to me personally known, who, being by me duly sworn, did say that ~~she~~he is the Manager of Arch Technology, a _____ limited liability company, and that said instrument was signed in behalf of said company, by authority of its members; and said Manager acknowledged said instrument to be the free act and deed of said company and that said company has no corporate seal.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

Elaine Nichols
Name(print): Elaine Nichols

Notary Public in and for said State
Commission Expires:



PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN
THIS BOX

LEASEHOLD RIDER TO DEED OF TRUST

THIS LEASEHOLD RIDER TO DEED OF TRUST ("Rider") is attached to, and by this reference incorporated in, the foregoing Deed of Trust and Security Agreement ("Deed of Trust") being executed and delivered to C3 Capital Partners, LP ("C3 Capital Partners") by Arch Technology Holding LLC ("Grantor") and dated of even date herewith. In the event of any conflict between the terms of this Rider and any other provisions of the Deed of Trust, the terms of this Rider shall govern. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Deed of Trust.

The parties hereto acknowledge and agree that the Deed of Trust covers and is limited to Grantor's leasehold estate in the Mortgaged Property (the "Tenancy") pursuant to a certain lease agreement dated October 31, 2003 (the "Lease") between Grantor and Findett Corporation ("Lessor").

Grantor hereby covenants, represents and warrants as follows with respect to the Lease:

1. The Lease is a valid and subsisting lease of the Mortgaged Property, is in full force and effect in accordance with its terms, and has not been amended or modified in any respect.
2. No default has occurred and is continuing under the Lease and no event has occurred or is occurring which, with the passage of time or service of notice, or both, would constitute an event of default under the Lease.
3. The Lease is not subject to any liens or encumbrances of any kind or nature.
4. Grantor is the owner of the Tenancy created by the Lease, has the right and authority under the Lease to execute the Deed of Trust and to encumber the Tenancy as provided therein, and Grantor's execution and delivery of the Deed of Trust to C3 Capital Partners does not violate the terms or provisions of any other document to which Grantor is a party or by which its property may be bound or affected.
5. Grantor will promptly perform and observe all the terms, covenants and conditions required to be performed and observed by Grantor as lessee under the Lease, within the periods provided in the Lease. Grantor shall also do all things necessary to preserve and keep unimpaired its rights under the Lease. Grantor will furnish C3 Capital Partners, upon demand, proof of payment of all items which are required to be paid by Grantor pursuant to the Lease and proof of payment of which is required to be given to the Lessor under the Lease. Grantor shall not, without the prior written consent of C3 Capital Partners, waive any of its rights under the Lease, or refrain from exercising any right or remedy accorded to it under the Lease on account of any default by Lessor thereunder, or release Lessor from any liability or condone or excuse any improper actions of Lessor without first obtaining the written consent of C3 Capital Partners.

6. For the purpose of preventing or curing any default by Grantor under the Lease, C3 Capital Partners may (but shall be under no obligation to) do any act or execute any document in the name of Grantor or as its attorney-in-fact, as well as in the name of C3 Capital Partners. Grantor hereby irrevocably appoints C3 Capital Partners its true and lawful attorney-in-fact in its name or otherwise to do any and all acts and to execute any and all documents which in the opinion of C3 Capital Partners may be necessary or desirable to prevent or cure any default under the Lease or to preserve any rights of C3 Capital Partners in, to or under the Lease, or any sublease thereof, including the right to effectuate a renewal of the Lease or to preserve any rights of Grantor whatsoever in respect of any part of the Mortgaged Property.

7. The curing by C3 Capital Partners of any default by Grantor under the Lease shall not remove or waive, as between Grantor and C3 Capital Partners, the default which occurred hereunder by virtue of the default by Grantor under such Lease, and all sums expended by C3 Capital Partners in order to cure any such default and costs and expenses incurred by C3 Capital Partners in connection with the curing of such default shall be paid by Grantor to C3 Capital Partners upon demand with interest thereon at the interest rate provided for from and after maturity under the Note, and any such indebtedness shall be deemed to be secured by the Deed of Trust.

8. Grantor shall not, without the written consent of C3 Capital Partners, modify or amend the Lease or terminate or surrender the Lease or suffer or permit the Lease to be terminated or surrendered or consent to any subordination of the Lease to any mortgage by Lessor or Grantor in the Mortgaged Property. C3 Capital Partners' consent to a modification or amendment to the Lease shall not be unreasonably withheld or delayed.

9. Grantor shall notify C3 Capital Partners promptly of (i) the occurrence of any default by Lessor under the Lease or the occurrence of any event which, with the passage of time or service of notice, or both, would constitute a default by Lessor under the Lease, (ii) the receipt by Grantor of any written notice from Lessor under the Lease and of any written notice noting or claiming the occurrence of any default by Grantor under the Lease or the occurrence of any event which, with the passage of time or service of notice, or both, would constitute a default by Grantor under the Lease, (iii) any request made by either party to the Lease for arbitration proceedings pursuant to such Lease, if any, and of the institution or commencement of arbitration proceedings thereunder. Grantor shall promptly cause a copy of each notice sent to or by Grantor under the Lease to be delivered to C3 Capital Partners. Grantor shall also permit C3 Capital Partners to participate in any arbitration proceedings in association with Grantor, and if at the time any such arbitration proceedings shall be initiated, Grantor shall be in default hereunder and an event of default has occurred, C3 Capital Partners is hereby granted the sole and exclusive right to designate and appoint any arbitrators to be appointed by Grantor under the Lease.

10. Promptly upon demand by C3 Capital Partners, Grantor shall use reasonable efforts to obtain from Lessor under the Lease and furnish to C3 Capital Partners an estoppel certificate of Lessor stating the date through which rent has been paid, the terms of the Lease, any amendments and whether or not there are any defaults under the Lease and specifying the nature of such defaults, if any.

11. Grantor shall not sell or assign the Lease or any of its rights thereunder or the Tenancy created thereby or sublease all or any portion of the Mortgaged Property without the prior written consent of C3 Capital Partners. Any change in the general partners of Grantor shall also constitute a prohibited assignment of the Lease.

12. If both the lessor's and lessee's estates under the Lease shall at any time become vested in Grantor, Grantor agrees upon the demand of C3 Capital Partners to execute in form acceptable to C3 Capital Partners a supplemental deed of trust subjecting Grantor's fee ownership interest to the Deed of Trust.

13. The lien of the Deed of Trust includes and attaches to all of Grantor's rights and remedies at any time arising under or pursuant to Section 365(h) of the Bankruptcy Code (as hereinafter defined), including, without limitation, all of Grantor's rights to remain in possession of the real estate.

14. Grantor shall not without C3 Capital Partners' prior written consent elect to treat the Lease as terminated or to remain in possession of the real estate under Section 365(h)(1) of the Bankruptcy Code (as hereinafter defined). Any such election made without C3 Capital Partners' prior written consent shall be void.

15. Grantor hereby unconditionally assigns, transfers and sets over to C3 Capital Partners all of Grantor's claims and rights to the payment of damages arising from any rejection by Lessor of the Lease under the Bankruptcy Code, 11 U.S.C. §101 et seq. (the "Bankruptcy Code"). C3 Capital Partners shall have the right to proceed in its own name or in the name of Grantor in respect of any claim, suit, action or proceeding relating to the rejection of the Lease, including, without limitation, the right to file and prosecute, to the exclusion of Grantor, any proofs of claim, complaints, motions, applications, notice and other documents, in any case in respect of Lessor under the Bankruptcy Code. This assignment constitutes a present, irrevocable and unconditional assignment of the foregoing claims, rights and remedies, and shall continue in effect until all of the indebtedness under the Note and other obligations secured by the Deed of Trust shall have been satisfied and discharged in full. Any amounts received by C3 Capital Partners as damages arising out of the rejection of the Lease as aforesaid shall be applied first to all costs and expenses of C3 Capital Partners (including, without limitation, reasonable attorneys' fees and expenses) incurred in connection with the exercise of any of its rights or remedies under this paragraph and then as otherwise provided in the Deed of Trust.

16. If pursuant to Section 365(h)(2) of the Bankruptcy Code, Grantor seeks to offset against the rent reserved in the Lease the amount of any damages caused by the non-performance by Lessor of any of Lessor's obligations under the Lease after the rejection by Lessor of the Lease under the Bankruptcy Code, Grantor shall, prior to effecting such offset, notify C3 Capital Partners of its intent so to do, setting forth the amounts proposed to be so offset and the basis therefor. C3 Capital Partners shall have the right to object to all or any part of such offset, and, in the event of such objection, Grantor shall not affect any offset of the amounts so objected to by C3 Capital Partners. If C3 Capital Partners has failed to object as aforesaid within thirty (30) days after notice from the Grantor in accordance with the first sentence of this paragraph, Grantor may proceed to effect such offset in the amounts set forth in Grantor's notice. Neither

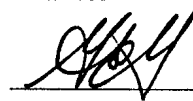
C3 Capital Partners' failure to object as aforesaid nor any objection or other communication between C3 Capital Partners and Grantor relating to such offset shall constitute an approval of any such offset by C3 Capital Partners. Grantor shall indemnify and save C3 Capital Partners harmless from and against any and all claims, demands, actions, suits, proceedings, damages, losses, costs and expenses of every nature whatsoever (including, without limitation, attorneys' fees and expenses) arising from or relating to any offset by Grantor against the rent reserved in the Lease.

17. If any action, proceeding, motion or notice shall be commenced or filed in respect of Lessor in connection with any case under the Bankruptcy Code, C3 Capital Partners shall have the option, to the exclusion of Grantor, exercisable upon notice from C3 Capital Partners to Grantor, to conduct and control any such litigation with counsel of C3 Capital Partners' choice. C3 Capital Partners may proceed in its own name or in the name of Grantor in connection with any such litigation, and Grantor agrees to execute any and all powers, authorizations, consents or other documents required by C3 Capital Partners in connection therewith. Grantor shall, upon demand, pay to C3 Capital Partners all costs and expenses (including reasonable attorneys' fees and expenses) paid or incurred by C3 Capital Partners in connection with the prosecution or conduct of any such proceedings. Any such costs or expenses not paid by Grantor as aforesaid shall be secured by the lien of the Deed of Trust. Grantor shall not commence any action, suit, proceeding or case, or file any application or make any motion, in respect of the Lease in any such case under the Bankruptcy Code without the prior written consent of C3 Capital Partners.

18. Grantor shall promptly after obtaining knowledge thereof notify C3 Capital Partners orally of any filing by or against Lessor of a petition under the Bankruptcy Code. Grantor shall thereafter forthwith give written notice of such filing to C3 Capital Partners, setting forth any information available to Grantor as to the date of such filing, the court in which such petition was filed, and the relief sought therein. Grantor shall promptly deliver to C3 Capital Partners following receipt any and all notices, summonses, pleadings, applications and other documents received by Grantor in connection with any such petition and any proceedings relating thereto or in connection therewith.

19. In addition to the events of default set forth in the Deed of Trust, any default under the Lease shall be a default hereunder and C3 Capital Partners shall be entitled to exercise all of its rights and remedies as provided in the Deed of Trust.

Initials Of Person Signing As, or On Behalf Of,
Grantor



Date: October 31, 2003

EXHIBIT A

Legal Description

Parcel 1:

Lot Five (5) of Gardnerville Industrial Park, a Subdivision of part of the North half of the Southeast quarter of Section 23, Township 47 North, Range 4 East, as said lot is shown on the Plat of said Subdivision recorded in Plat Book 8 page 17 of the St. Charles County Recorder's Office.

Parcel 2:

A tract of land being all of Lots 6 and 7 and part of Lot 8 of "Gardnerville Industrial Park", a subdivision according to the plat thereof recorded in Plat Book 8 page 17 of the St. Charles County Records, in Fractional Section 23, Township 47 North, Range 4 East of the Fifth Principal Meridian, St. Charles County, Missouri, and being more particularly described as follows:

Beginning at the Northeast corner of said Lot 6 of "Gardnerville Industrial Park", said point being also the intersection of the West line of property conveyed to Meyer & Costello Partnership by deed recorded in 1343 page 273 of the St. Charles County Records with the South line of property conveyed to John and Alice Denningmann by deed recorded in Book 555 page 499 of the St. Charles County Records; thence along the said West line of the Meyer & Costello Partnership property, being also the East line of the aforesaid Lots 6, 7, and 8 of "Gardnerville Industrial Park", South 00 degrees 03 minutes 30 seconds West, 272.82 feet to the Northeast corner of property conveyed to Patrick R. Lowery by deed recorded in Book 134 page 1222 of the St. Charles County Records; thence Westwardly along the North line of said Lowery property, said line being also parallel to the North line of said Lot 8, North 89 degrees 56 minutes 50 seconds West, 197.00 feet to the Northwest corner of said Lowery property, being also in the East line of Governor Drive (50 feet wide); thence along said East line of Governor Drive (50 feet wide), North 00 degrees 03 minutes 30 seconds East, 274.42 feet to the Northwest corner of said Lot 6 of "Gardnerville Industrial Park"; thence along the North line of said Lot 6, South 89 degrees 28 minutes 50 seconds East, 197.01 feet to the Point of Beginning and containing 53,904 square feet according to survey by Bax Engineering Co., Inc. during September, 1995. Project No. 95-7354.

Basis of Bearing for this description adopted from the record plat of "Gardnerville Industrial Park", as recorded in Plat Book 8 Page 17.

Parcel 3:

Lot Eight (8) of Gardnerville Industrial Park, a subdivision of part of the North half of the Southeast quarter of section 23, Township 47 North, Range 4 East as said lot is shown on the plat of said subdivision recorded in Plat Book 8 Page 17 of the St. Charles County Recorder's Office, EXCEPTING that part of Lot Eight (8) described as follows: Beginning at the Northeast corner

of Lot 8; thence West 197 feet along the Northern boundary line of Lot 8; thence South 25 feet along the Western boundary line of Lot 8; thence East 197 feet along a line 25 feet South of and parallel to the Northern boundary line of Lot 8; thence North 25 feet along the Eastern boundary line of Lot 8 to the point of beginning.